

1 BILL NO. S-81-~~01~~<sup>02</sup> 22

2 SPECIAL ORDINANCE NO. S-54-81

3  
4 AN ORDINANCE approving a contract  
5 for Sewer Improvement Resolution  
6 No. 332-80 between the City of Fort  
7 Wayne, Indiana and Busch, Inc., Con-  
tractor for installation of a sani-  
tary sewer.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated January  
11 13, 1981, between the City of Fort Wayne, Indiana, by and  
12 through its Mayor and the Board of Public Works, and Busch,  
13 Inc., Contractor, for:

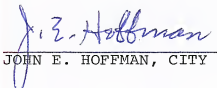
14  
15 construction of a 48 inch sanitary  
16 interceptor from the intersection of  
17 Trier Ditch and Moeller Road to the  
center line of Trier Ditch and 1,400+  
feet West of Meyer Road,

18 under Board of Public Works Sewer Improvement Resolution No.  
19 332-80, at a total cost of \$809,580.25, all as more particu-  
20 larly set forth in said contract which is on file in the Of-  
21 fice of the Board of Public Works and is by reference incor-  
22 porated herein and made a part hereof, be and the same is in  
23 all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and approval by the  
26 Mayor.

27  
28   
COUNCILMAN

29 APPROVED AS TO FORM AND  
30 LEGALITY JANUARY 23, 1981.

31   
32 JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns,  
seconded by V. Schmidt, and duly adopted, read the second time  
by title and referred to the Committee City Father (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 2-17-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by V. Schmidt, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	_____	_____	_____	<u>✓</u>	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
SCHOMBURG	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 2-24-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-54-81  
on the 24th day of February, 1981.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 25th day of February, 1981, at the hour of  
11:30 o'clock 77 M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March  
1981, at the hour of 4 o'clock P M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

S-81-02-22  
BILL NO. \_\_\_\_\_

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Sewer Improvement Resolution  
No. 332-80 between the City of Fort Wayne, Indiana and Busch,  
Inc., Contractor for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE as PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

*Paul M. Burns*  
*Vivian G. Schmidt*  
*Ben A. Eisbart*  
*Samuel J. Talarico*  
*Roy J. Schomburg*

CONCURRED IN  
DATE 2/14/81 CHARLES W. WESTERMAN, CITY CLERK

70-96-6 d. 1/4/81

CONTRACT NO. 332-80

THIS CONTRACT made and entered into in triplicate this 14 day of January, 1980, by and between BUSCH, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN

Beginning at a proposed manhole located 50± LF west of and 45± LF south of the centerline intersection of said Trier Ditch and Moeller Road; thence south along and parallel with the west bank of said Trier Ditch 1,120± LF to a proposed manhole located 700± LF north of and 450± LF east of the centerline intersection of Trier Ditch and Adams Center Road; thence southwesterly crossing Trier Ditch 870± LF to a proposed manhole located 80± LF south of and 74± LF east of the centerline intersection of Trier Ditch and Adams Center Road; thence south along and parallel with said Trier Ditch 1,700± LF to a proposed manhole located 100± LF north of and 100± LF east of the centerline intersection of Penn Central Railroad and Trier Ditch; thence westerly along the right-of-way of said Penn Central right-of-way 300± LF; thence south 170± LF crossing the said Penn Central right-of-way to a proposed manhole located 40± LF west of and 110± LF south of the centerline of said Trier Ditch and Penn Central Railroad; thence southwesterly along the north bank of said Trier Ditch 5,850± LF terminating at a proposed manhole located 40± LF west of the centerline of Trier Ditch and 1,400± LF west of the centerline of Meyer Road.

Said sewers shall be 48" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11057, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$809,580.25. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

48" RCP Class III	Sixty dollars and 95/100	60.95
48" RCP Class IV	Sixty-six dollars and 55/100	66.55
Tunnelling Railroad	Five hundred and three dollars and 40/100	503.40

STD M.H. Type II-J (72")	Three thousand nine hundred thirty-four dollars and no/100	3,934.00
STD M.H. Type II-J (84")	Three thousand nine hundred fifty-six dollars and no/100	3,956.00
STD M.H. Type II-J (96")	Four thousand four hundred eighteen dollars and no/100	4,418.00
STD M.H. Type II-J (108")	Five thousand seven hundred fifty-three dollars and no/100	5,753.00
#53 or #73 Special Backfill	Five dollars and no/100	5.00
Special Backfill	Seven dollars and 55/100	7.55
10" Deep Strength Asphalt	Twenty-four dollars and no/100	24.00
2" Asphaltic Surface	Five dollars and 20/100	5.20
6" Stone Surface	Two dollars and no/100	2.00
Broadcast Seeding	No dollars and 15/100	0.15
12" Revetment Rip Rap	Nineteen dollars and 35/100	19.35
Fence Removal and Replacement	Five dollars and no/100	5.00
4"-12" Field Tile Replacement	Ten dollars and no/100	10.00
Brush & Tree Removal	Three thousand dollars and no/100 per lump sum	3,000.00
Dewatering	One dollar and no/100	1.00
Base Stabilization	Eleven dollars and 55/100	11.55

#### ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

#### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 332-80.
- B. Instructions to Bidders for Contract No. 332-80.
- C. Contractor's Proposal Dated November 12, 1980.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11057.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.

- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1
- T. D.N.R. Permits

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BUSCH, INC.

BY: *Kenneth J. Busch* President

BY: *Robert L. Lohmeyer* Secretary

CITY OF FORT WAYNE, INDIANA

BY: *Win Moses, Jr.*  
Win Moses, Jr., Mayor

ATTEST:

*Sandra E. Kennedy*  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

*Richard E. Muller*  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

*Mark E. Akers*  
Mark E. Akers, Chairman

*Roberta Anderson Staten*  
Roberta Anderson Staten, Member

*Herbert R. Gamache*  
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.





# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Picton-Cavanaugh, Inc.  
P. O. Box 2167  
Toledo, Ohio 43603

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** USF&G

COMPANY LETTER **B** International Insurance Company

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Busch, Inc.  
1625 Albon Road  
Holland, Ohio 43528

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	MP 33964	10/1/81	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY			PROPERTY DAMAGE	\$ 100	\$ 100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$ 500
A	AUTOMOBILE LIABILITY	BAP 386693	10/1/81	BODILY INJURY (EACH PERSON)	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED			BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	
B	EXCESS LIABILITY	523-068373	10/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	1-82-3900-660847	12/9/81	STATUTORY		
				\$100	(EACH ACCIDENT)	
A	OTHER Owners & Contractors Protective Liability	# to be issued		Bodily Injury \$50,000/\$100,000 Property Damage \$100,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contract 332-80

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne and the State of Indiana  
Engineer and Consultant, their officers,  
agents and employees  
Fort Wayne, Indiana

DATE ISSUED:

January 9, 1981

PICTON-CAVANAUGH, INC.

*David L. Kaminski*  
AUTHORIZED REPRESENTATIVE

SPECIMEN FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

RUSCH, INC.

(Name of Contractor)

1625 Albon Road, Holland, Ohio 43528

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and Federal Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Eight Hundred Nine Thousand Five Hundred Eighty and 25/100 Dollars (\$809,580.25) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 1st day of January 1971, for the construction of:

Contract 332-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. \_\_\_\_\_, through \_\_\_\_\_ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.

IN WITNESS WHEREOF, this instrument is executed three counterparts,  
 each one of which shall be deemed an original, this 12 day of  
19.

ATTEST:

Robert L. Schuyler  
 (Principal) Secretary

[SEAL]

Tad W. Sandberg  
 Witness as to Principal  
1625 Albon Rd.  
 (Address)

Holland, Ohio 43528

ATTEST:

(Surety) Secretary

[SEAL]

Tad W. Sandberg  
 Witness as to Surety  
1625 Albon Road  
 (Address)

Holland, Ohio 43528

BUSCH, INC.

Principal

By Richard O. Bodine

1625 Albon Road  
 (Address)

Holland, Ohio 43528

Federal Insurance Company  
Surety

By David L. Kramarski  
 Attorney-in-Fact

136 Summit St.

(Address)

Toledo, Ohio

NOTE: Date of Bond must not be prior to date of Contract.  
 If Contractor is Partnership, all partners should execute bond.

Contract No.

# POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint Harry W. Falconer, George E. Perkins, Marcia D. Vaughan, David L. Kaminski, Frank L. Oakes, Jr., Dean L. Sutton, Charles E. Craddock and Richard W. Aldinger of Toledo, Ohio-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 1980.

FEDERAL INSURANCE COMPANY

By



*George McClellan*

George McClellan  
Assistant Vice-President

*Richard D. O'Connor*

Richard D. O'Connor  
Assistant Secretary

STATE OF NEW JERSEY

ss:

County of Essex

On this 1st day of January 1980, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me  
on the date above written.



*Patricia Ryan*

Notary Public

PATRICIA RYAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 11, 1983

SHORT HILLS, N.J.

County of Essex

} ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations.

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this \_\_\_\_\_ day of

19 \_\_\_\_\_.

*A. Leonard*

Assistant Secretary

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

BUSCH, INC.

(Name of Contractor)

1625 Albon Road, Holland, Ohio 43528

(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)Principal, and Federal Insurance Company  
(Name of Surety)100 William Street, New York, New York

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Eight Hundred Nine Thousand, Five Hundred dollars (\$809,580.25) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 14 day of January, 1981, for construction of:

Contract 332-80

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. \_\_\_\_\_ through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby

Contract No.

IN WITNESS WHEREOF, this instrument is executed in

8000  
(number)

counterparts, each one of which shall be deemed an original, this

14day of January, 19 81.

ATTEST:

Robert L. Lohmeyer  
(Principal) Secretary

[SEAL]

Todd W. Sandberg  
(Witness as to Principal)1625 Albon Rd.  
(Address)Holland, Ohio 43528

ATTEST:

(Surety) Secretary

[SEAL]

Todd W. Sandberg  
Witness as to Surety1625 Albon Road

(Address)

Holland, Ohio 43528

BUSCH, INC.

(Principal)

BY: Robert O. Bodin1625 Albon Road

(Address)

Holland, Ohio 43528Federal Insurance Company  
Surety

By

David L. Kaminski  
Attorney-in-Fact136 Summit Street

(Address)

Toledo, Ohio

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

## POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint Harry W. Falconer, George E. Perkins, Marcia D. Vaughan, David L. Kaminski, Frank L. Oakes, Jr., Dean L. Sutton, Charles E. Craddock and Richard W. Aldinger of Toledo, Ohio-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 1980.

FEDERAL INSURANCE COMPANY  
By



George McClellan  
Assistant Vice-President

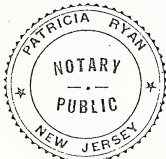
Richard D. O'Connor  
Assistant Secretary

STATE OF NEW JERSEY

ss:  
County of Essex

On this 1st day of January 1980, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me  
on the date above written.



Notary Public

PATRICIA RYAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 11, 1983



SHORT HILLS, N.J.

County of Essex

} ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations.

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this \_\_\_\_\_ day of

19 \_\_\_\_\_

  
Assistant Secretary

"APPARENT" LOW BIDDERS  
NORTH MAUMEE

<u>Resolution</u>	<u>Contractor</u>	<u>Bid</u>	<u>Engineer's Estimate</u>
330-80 - Phase I	Rocco-Ferrera	\$ 832,920.00	\$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	\$ 891,869.05	\$ 1,140,890.00
331-80	Busch, Inc.	\$ 521,161.90	\$ 805,070.00
332-80	Busch, Inc.	\$ 809,580.25	\$ 1,122,152.50
333-80	Dehner, Inc.	\$ 323,363.90	\$ 393,270.00
334-80	Busch, Inc.	\$ 352,732.05	\$ 653,410.00
335-80	Dehner, Inc.	\$1,255,628.30	\$ 1,488,757.50
336-80	Dehner, Inc.	\$ 240,297.05	\$ 319,875.00
337-80	Dehner, Inc.	\$ 223,529.52	\$ 283,000.00
338-80	Hartman, John	\$ 278,608.75	\$ 398,875.00
339-80	Moellering Const.	\$ 127,073.50	\$ 202,030.00
340-80	Bercot, Inc.	\$ 303,689.80	\$ 314,458.35
		<u>\$6,160,453.72</u>	<u>\$8,207,847.00</u>

DIFFERENCE: \$2,047,393.28 = 25% under Engineer's Estimate

RESOLUTION 330-80

PHASE I

1. Rocco-Ferrera	\$ 832,920.00
2. Dehner, John, Inc.	\$ 841,619.00
3. Norman, Joe E.	\$ 860,454.60
4. Winzeler Construction	\$ 936,892.00
5. Balkema, Inc.	\$ 977,900.00
6. Busch, Inc.	\$1,005,013.25
7. DiPaulo-Rossetti	\$1,310,090.00

PHASE II

1. Dehner, John, Inc.	\$ 891,869.05	
2. Norman, Joe E.	\$ 926,178.30	
3. Rocco-Ferrera	\$ 997,359.00	
4. Busch, Inc.	\$1,020,732.90	
5. Winzeler Excavating	<del>\$1,113,992.50</del>	\$1,113,990.50*
6. Balkema, Inc.	\$1,175,905.50	
7. Bailey Excavating	<del>\$1,205,675.50</del>	\$1,206,315.50*
8. DiPaulo-Rossetti	\$1,269,690.00	

RESOLUTION 331-80

1. Busch, Inc.	\$ 521,161.90
2. Northeastern Construction	\$ 619,913.75
3. Norman, Joe E.	\$ 627,286.75
4. Fleming Excavating	\$ 628,081.50
5. Dehner, John, Inc.	\$ 652,354.35
6. Rocco-Ferrera	\$ 656,710.00
7. Balkema, Inc.	\$ 790,825.00
8. Rieth-Riley Construction	\$ 796,646.00
9. Bailey Excavating	\$ 807,156.00
10. DiPaulo-Rossetti	\$ 830,342.50
11. T-G Excavating	\$ 846,568.05
12. Bercot, Inc.	\$ 870,574.75

RESOLUTION NO. 332-80

1. Busch, Inc.	\$ 809,580.25
2. Norman, Joe E.	\$ 859,128.65
3. Dehner, John, Inc.	\$ 906,834.40
4. Rocco-Ferrera	\$ 909,895.00
5. Northeastern Construction	\$ 939,354.75
6. Weitzel Construction	\$1,026,165.50
7. Bailey Excavating	\$1,181,896.25
8. Winzeler Excavating	\$1,192,527.00
9. Rieth-Riley	\$1,217,325.00
10. T-G Excavating	\$1,258,448.75
11. Balkema, Inc.	\$1,271,637.50
12. DiPaulo Rosetti	\$1,288,635.00
13. Bercot, Inc.	\$1,352,728.50

RESOLUTION 333-80

1.	Dehner, John, Inc.	\$ 323,363.90
2.	Ness, Richard	\$ 385,951.00
3.	Bercot, Inc.	\$ 394,882.00
4.	T-G Excavating	\$ 403,890.20
5.	Norman, Joe E.	\$ 437,441.40
6.	Rocco-Ferrera	\$ 449,430.00
7.	Balkema, Inc.	\$ 603,635.00

RESOLUTION 334-80

1.	Busch, Inc.	\$ 352,732.05	
2.	Dehner, John, Inc.	\$ 392,495.01	
3.	Norman, Joe E.	\$ 400,245.00	
4.	Fleming Excavating	\$ 412,479.50	
5.	Rocco-Ferrera	\$ 440,636.00	
6.	Northeastern Construction	\$ 457,970.00	\$457,965.00*
7.	Earth Construction	\$ 478,402.70	
8.	Bailey Excavating	\$ 534,242.75	
9.	Rieth-Riley	\$ 547,947.00	
10.	Balkema, Inc.	\$ 564,985.00	
11.	Bercot, Inc.	\$ 590,840.00	
12.	T&F Construction	\$ 592,723.59	
13.	DiPaulo-Rossetti	\$ 709,660.00	

RESOLUTION 335-80

1.	Dehner, John, Inc.	\$1,255,628.30
2.	Norman, Joe E.	\$1,350,564.55
3.	Waynesfield Construction	\$1,467,480.00
4.	Rocco-Ferrera	\$1,723,192.50
5.	Weitzel Construction	\$2,168,013.50
6.	Balkema, Inc.	\$3,136,817.50

RESOLUTION 336-80

1.	Dehner, John, Inc.	\$ 240,297.05
2.	Northeastern Construction	\$ 249,771.50
3.	Moellering Construction	\$ 271,420.75
4.	Norman, Joe E.	\$ 284,374.05
5.	Bercot, Inc.	\$ 305,486.00
6.	Earth Construction	\$ 313,739.00
7.	T&F Construction	\$ 341,532.97
8.	Balkema, Inc.	\$ 347,747.50
9.	T-G Excavating	\$ 348,116.95
10.	Bailey Excavating	\$ 351,344.75
11.	Rieth-Riley	\$ 389,433.25
12.	DiPaulo-Rossetti	\$ 428,332.50

RESOLUTION 337-80

1. Dehner, John, Inc.	\$ 223,529.52	
2. Lengacher Construction	<del>\$ 230,936.50</del>	\$230,888.50*
3. Ness, Richard	\$ 260,894.50	
4. Bercot, Inc.	\$ 270,651.50	
5. T&F Construction	\$ 273,390.43	
6. Norman, Joe	\$ 283,423.85	
7. Fleming Excavating	\$ 313,807.50	
8. Moellering Construction	\$ 326,123.75	
9. Balkema, Inc.	\$ 383,500.00	

RESOLUTION 338-80

1. Hartman, John	\$ 278,608.75	
2. Dehner, John, Inc.	\$ 311,487.35	
3. Scheidleman	\$ 314,202.05	
4. Ness, Richard	<del>\$ 365,541.50</del>	\$371,841.00*
5. Bercot, Inc.	\$ 367,011.00	
6. T&F Construction	\$ 410,412.93	
7. Fleming Excavating	\$ 411,722.50	
8. Norman, Joe E.	\$ 475,460.45	
9. Balkema, Inc.	\$ 522,767.50	

RESOLUTION 339-80

1. Moellering	\$ 127,073.50
2. Hartman, John	\$ 129,983.00
3. Northeastern Construction	\$ 142,723.75
4. Curner, Inc.	\$ 147,781.50
5. Ness, Richard	\$ 170,378.75
6. Bercot, Inc.	\$ 176,329.50
7. Fleming Excavating	\$ 178,582.50
8. Norman, Joe R.	\$ 183,525.00
9. Balkema, Inc.	\$ 188,700.00
10. T&F Construction	\$ 197,180.00

RESOLUTION 340-80

1. Bercot, Inc.	\$ 303,689.80
2. T-G Excavating	\$ 307,469.00

\* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

TITLE OF ORDINANCE North Maumee Area Sanitary Improvements; Sewage Works Grant  
5159 No. C-180599-09; Sewer Resolution No. 332-80

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-81-02-22

SYNOPSIS OF ORDINANCE A contract with Busch, Inc. to construct a 48 inch sanitary

interceptor from the intersection of Trier Ditch and Moeller Road to the center line of Trier  
Ditch and 1,400 + feet West of Meyer Road.

EFFECT OF PASSAGE Improvement to the water quality in the North Maumee Area with the  
construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve  
Port Wayne's environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will  
cost \$ 809,580.25 which will be financed by USEPA (75%); State (10%); and  
City Utilities (15%).

ASSIGNED TO COMMITTEE \_\_\_\_\_